



Atty Docket: BLFR 1002-1

**COMBINED DECLARATION AND POWER OF ATTORNEY
FOR UTILITY PATENT APPLICATION**

As a below-named inventor, I hereby declare that:

My residence, post office address and citizenship are as stated below next to my name;

I believe I am the original, first and sole inventor (if only one name is listed below) or an original, first and joint inventor (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought on the invention entitled:

**METHOD AND APPARATUS FOR SUPPLYING SYNTHETIC SALES
HISTORIES**

the specification of which

XX is attached hereto.
was filed on 05 January 2001 as Application No. 09/755,355
and was amended on _____
(if applicable)

I hereby state that I have reviewed and understand the contents of the above-identified specification, including the claims, as amended by any amendment referred to above.

I acknowledge the duty to disclose information which is material to the examination of this application in accordance with Title 37, Code of Federal Regulations, §1.56(a) which states in relevant part: "Each individual associated with the filing and prosecution of a patent application has a duty of candor and good faith in dealing with the Office, which includes a duty to disclose to the Office all information known to that individual to be material to patentability as defined in this section....The duty to disclose all information known to be material to patentability is deemed to be satisfied if all information known to be material to patentability of any claim issued in a patent was cited by the Office or submitted to the Office in the manner prescribed by §§ 1.97(b)-(d) and 1.98."

I hereby claim foreign priority benefits under Title 35, United States Code, §119 of any foreign application(s) for patent or inventor's certificate as indicated below and have also identified below any foreign application for patent or inventor's certificate on this invention having a filing date before that of the application on which priority is claimed:

Prior Foreign Application(s)			Priority Claimed	
(Number)	(Country)	(Day/Month/Year Filed)	Yes	No

I hereby claim the benefit under Title 35, United States Code, §120 of any United States application(s), and under §119(e) of any United States provisional application(s), listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States application in the manner provided by the first paragraph of Title 35, United States Code, §112, I acknowledge the duty to disclose material information as defined in Title 37, Code of Federal Regulation, §1.56(a) which occurred between the filing date of the prior application and the national or PCT international filing date of this application:

_____	_____	_____
(Application Serial No.)	(Filing Date)	(Patented, Pending, Abandoned)

I hereby appoint the following attorney(s) and/or agent(s) to prosecute this application and transact all business in the Patent and Trademark Office connected therewith, and to file, prosecute and to transact all business in connection with international applications directed to said invention:

Mark A. Haynes	-	Reg. No. 30,846
Ernest J. Beffel, Jr.	-	Reg. No. 43,489
James F. Hann	-	Reg. No. 29,719

Address all correspondence to:

CUSTOMER NO. 22470

Ernest J. Beffel, Jr.
Haynes & Beffel LLP
P.O. Box 366
Half Moon Bay, CA 94019

Direct all telephone calls to Ernest J. Beffel, Jr. at (650) 712-0340.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Title 18, United States Code, §1001 and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Full name of **first** joint
inventor, if any:

Inventor's signature:

Date:

Citizenship:

Residence:

Post Office Address:

Robert E. Dvorak

[Signature]

4/13/01

U.S.A.

328 Fletcher Drive

Atherton, CA 94027

Same as above.

Full name of **second** joint
inventor, if any:

Kevin Katari

Inventor's signature:

Kevin D. Katari

Date:

4/13/2001

Citizenship:

U.S.A.

Residence:

252 Calle la Montana

Moraga, CA 94556

Post Office Address:

Same as above.

**JOINT TO CORPORATE
ASSIGNMENT**

COPY

WHEREAS, the undersigned,

(1) Robert E. Dvorak
328 Fletcher Drive
Atherton, CA 94027

(2) Kevin Katari
252 Calle la Montana
Moraga, CA 94556

hereinafter termed "Inventors", have invented certain new and useful improvements in

METHOD AND APPARATUS FOR SUPPLYING SYNTHETIC SALES HISTORIES

and have filed an application for a United States patent disclosing and identifying the above invention on 05 January 2001 as Application No. 09/755,355, OR are filing such an application herewith, and have executed an oath or declaration of inventorship for such application on:

(1) the 13th day of April, 2001;

(2) the 13th day of April, 2001;

(hereinafter termed "application"); and

WHEREAS, **Bluefire Systems, Inc.**, a corporation of **California**, having a place of business at 75 Lansing Street, Suite 100, San Francisco, CA 94105 (hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventors to have been received in full from said Assignee:

1. Said Inventors do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.


2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventors shall include prompt production of pertinent

facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

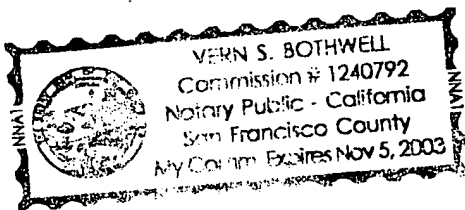
3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.

4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, said Inventors have executed and delivered this instrument to said Assignee as of the dates written below.


Robert E. Dvorak

4/13/01
Date



State of California)
County of San Francisco)

On 4/13, 2001, before me, Vern S. Bothwell,
personally appeared Robert E. Dvorak,

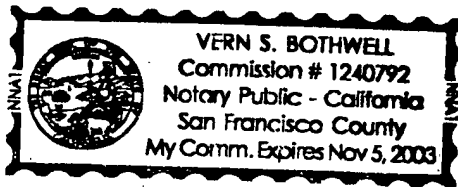
Y personally known to me or _____ proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.


(Notary Public)

Kevin D. Katari
Kevin Katari

4/13/2001
Date



State of California)
County of San Francisco)

On 4/13, 2001, before me, Vern S. Bothwell,
personally appeared Kevin D. Katari,

X personally known to me or ___ proved to me on the basis of
satisfactory evidence, to be the person whose name is subscribed
to the within instrument and acknowledged to me that he/she
executed the same in his/her authorized capacity, and that by
his/her signature on the instrument the person or the entity upon
behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Vern S. Bothwell
(Notary Public)